- 12. All buildings, fixtures, towers, improvements and equipment erected, located, placed or constructed by Tenant or its assigns upon the Premises, the right of way and guy anchor locations shall remain personal property of Tenant or its assigns regardless of the manner or mode of attachment and shall be removed by Tenant or its assigns at any time during the term of this Lease (including any renewal or extension term) or within 60 days thereafter. Upon vacating the Premises, Tenant agrees to return the land to a tillable condition. Landlord hereby expressly waives any and all Landlord's liens or claim of such on said buildings, fixtures, towers, improvements and equipment.
- 13. Tenant shall pay all increases in real estate taxes affecting the Premises from improvements constructed thereon by Tenant.
- 14. Tenant agrees to indemnify and save harmless Landlord from and against any and all claims and demands of every kind, including attorney's fees, costs and expenses for injuries or death of any person or persons including employees, or for damages to or loss of property arising out of, or directly or indirectly attributable to operation of Tenant under this lease.
- Landlord represents to Tenant that Landlord is the owner of the Premises and the lands immediately adjacent thereto which comprise the easements, the rights-of-ways and the guy anchor locations, and that such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Tenant's use and operation of the Premises, and that Landlord has the lawful right and authority to execute this Lease and grant such easements and rights-of-ways. Tenant may, after the execution of this Lease by Tenant, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Tenant's use and operation of the Premises, Tenant shall have the right to either (a) discharge such liens or encumbrances of record, if possible, and deduct the cost thereof from the payments of rent to become due hereunder, or (b) cancel this Lease upon written notice to Landlord. Landlord agrees to cooperate with Tenant in curing such title defects.
- 16. Landlord agrees to execute and deliver a memorandum of this Lease in recordable form, upon the request of Tenant, and to execute and deliver such other documents, amendments and agreements, such as, but not limited to, easements, licenses and zoning and building applications, as Tenant shall require for the proper conduct of its business and in order to carry out the

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